

## **EXHIBIT 4**

OUTSIDE ATTORNEYS' EYES ONLY

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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ROCKWELL AUTOMATION, INC. and  
ROCKWELL AUTOMATION TECHNOLOGIES, INC.,

Plaintiffs,

-vs-

Case No. 10-CV-718-WMC

WAGO CORPORATION and  
WAGO KONTAKTTECHNIK GmbH & CO. KG,

Defendants.

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\*\*\*OUTSIDE ATTORNEYS' EYES ONLY\*\*\*

Videotape Deposition of:

THOMAS J. ARTMANN

Waukesha, Wisconsin

November 3, 2011

9:04 a.m.

Reported by: Lisa L. Lafler, RPR, CRR, CLR

Ref: 6481A

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1 example, to make a simple interface, as an  
2 example.

3 Q. When WAGO Corporation obtains finished products  
4 from WAGO Kontakttechnik, is there a transfer  
5 price involved?

6 A. Yes.

7 Q. How often are transfer prices set?

8 A. The transfer price is based -- to answer the  
9 question, it could be every -- it could be every  
10 six months or on a yearly basis typically.

11 Q. There's not one set time in the year where  
12 transfer price is set and that controls for the  
13 year?

14 A. Typically not. It depends upon circumstances of  
15 the economy.

16 Q. Is the transfer price that WAGO Corporation pays  
17 to WAGO Kontakttechnik related at all to any list  
18 price that WAGO Kontakttechnik has for its other  
19 customers?

20 A. Yes, it is.

21 Q. What's the relationship?

22 A. We purchase off a euro price list at a set  
23 exchange rate.

24 Q. And you say "at a set exchange rate." Is that  
25 exchange rate changed at various points?

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1 A. Yes, based on the euro. If I could just add to  
2 that, I said we purchase off the euro list price.  
3 But we clearly purchase off the euro list price at  
4 a discount off that because that is a list price.  
5 So it's list minus discount and then at exchange  
6 rate.

7 Q. Is the discount that's applied to the euro price  
8 list the same for all products that WAGO  
9 Corporation purchases?

10 A. No.

11 Q. So different products have different discounts?

12 A. Correct.

13 Q. Are the discounts off of the list price set at a  
14 particular point in any given year, or does that  
15 depend also?

16 A. That -- it's -- primarily those are fixed and  
17 those typically do not change.

18 Q. Are those fixed -- by "those" I mean the  
19 discounts. Are they fixed based upon a contract,  
20 a written document?

21 A. It's fixed within our computer system. I'm not  
22 100 percent sure if there's a written document  
23 that lists the particular discounts. Those are  
24 more historical.

25 Q. Were you involved in the establishment of the

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1 STATE OF WISCONSIN )  
2 ) SS:  
2 COUNTY OF DANE )

3 I, LISA L. LAFLER, a Registered Professional  
4 Reporter, Certified Realtime Reporter, Certified  
5 Livenote Reporter, and Notary Public in and for  
6 the State of Wisconsin, do hereby certify that the  
7 foregoing videotape deposition was taken before me  
8 at Michael Best & Friedrich, LLP, Two Riverwood  
9 Place, N19 W24133 Riverwood Place, Suite 200, City  
10 of Waukesha, County of Waukesha, and State of  
11 Wisconsin, on the 3rd day of November, 2011; that  
12 it was taken at the request of the Plaintiffs,  
13 upon verbal interrogatories; that it was taken in  
14 shorthand by me, a competent court reporter and  
15 disinterested person, approved by all parties in  
16 interest and thereafter converted to typewriting  
17 using computer-aided transcription; that said  
18 deposition is a true record of the deponent's  
19 testimony; that the deposition was taken pursuant  
20 to Notice; that said THOMAS J. ARTMANN before  
21 examination was sworn by me to testify to the  
22 truth, the whole truth, and nothing but the truth  
23 relative to said cause. Dated November 9th, 2011.

24 \_\_\_\_\_  
25 Notary Public  
In and for the State of Wisconsin